



TEXAS INSURANCE COMPANY
NAIC No. 16543
10805 Old Mill Road, Omaha, Nebraska

SPECIAL



TEXAS INSURANCE COMPANY
NAIC No. 16543
10805 Old Mill Road, Omaha, Nebraska

This Policy Consists of:

- Declarations
- One or more coverage parts

Coverage Part Consists of:

- One or more coverage forms
- Applicable forms and endorsements

In Witness Whereof, we have caused this policy to be executed and attested, and if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

President

Secretary

Questions about your Insurance? Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance resolving a complaint, call or write to the following (please include your policy or claim number in all correspondence):

In the event of a claim, please notify the following:

Email: newclaim@auw.com
Mail: Applied Risk Services, Inc. if **Named Insured Address** is outside of NY
Applied Risk Services of New York, Inc. if **Named Insured Address** is in NY
PO Box 3216
Omaha, Nebraska 68103-0216
Phone: (877) 234-4420

Insured Name	Policy Number	Policy Effective Date

POLICYHOLDER NOTICE

Texas Insurance Company Privacy Policy Statement

Insurance companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this Privacy Policy Statement carefully.

Texas Insurance Company wants you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

1. Information contained in applications or other forms that you submit to us, such as name, address, and social security number
2. Information about your transactions with our affiliates or other third-parties, such as balances and payment history
3. Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

INFORMATION WE DISCLOSE

All insurance companies need to share customers' personal information to run their business. We share the information that we have when it is necessary to provide our products and services. We may also share information when the law requires or permits us to do so.

CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. Those measures include computer safeguards and secured files and buildings. To protect you against "phishing" and other fraudulent activities, we will never request that you provide personal information to us via unsolicited e-mails, text messages or pop-up windows. We do not sell personal information.

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

Federal law gives you the right to limit certain sharing. State laws may give you additional rights to limit sharing. You have a right to request access to or correction of your personal information that is in our possession.

CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please write to us at the following address:

Texas Insurance Company
10805 Old Mill Road
Omaha, Nebraska 68154
ATTN: General Counsel

Insured Name	Policy Number	Policy Effective Date

POLICYHOLDER NOTICE

Claims Reporting Procedure

An important value of your insurance coverage is the ability of the insurance company to respond when you have a claim. Applied Entertainment & Sports is committed to providing its insureds with effective claim services.

Notices of each incident, claim or suit must be sent immediately to:

Applied Risk Services, Inc.
10825 Old Mill Rd.
Omaha, NE 68154

Email: newclaim@auw.com

You will be contacted by a representative of the company's Claim Department. This representative will confirm receipt of the loss notice directly to you, provide a company claim number for all future correspondence, refer the claim to an adjuster if necessary, and discuss any further aspects of the claim.

INQUIRIES OR DISPUTES:

Should you wish to make a complaint or dispute concerning the premium or about a claim regarding the coverage under this Policy, you may do so either in writing or verbally to:

Applied Risk Services, Inc
ATTN: General Counsel
10805 Old Mill Road
Omaha, Nebraska 68154

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POLICYHOLDER NOTICE

**US Treasury Department’s Office of Foreign Assets Control (“OFAC”)
Advisory Notice to Policyholders**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of “national emergency”. OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist Organizations; and
- Narcotics traffickers;

as “Specially Designated Nationals and Blocked Persons”. This list can be located on the United States Treasury’s website – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

SPECIMEN

Applied Entertainment and Sports Inland Marine Insurance Policy Declarations



POLICY NUMBER:

RENEWAL OF NUMBER:

Named Insured:

Address:

Policy Period:

Effective Date:

Expiration Date:

At 12:01 a.m. at the **Named Insured** Address.

Annual Premium:

Written Premium:

Total Premium _____

In accordance with the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Insurer:

Texas Insurance Company

Broker Name & Address:

OTRI Insurance Services, LLC dba OpenTrack

333 Washington Ave N #300-9003 Minneapolis, MN 55401

Loss Payable:

Forms Applicable:

SPECIMEN

Signed:

A handwritten signature in black ink, appearing to read "Jeffrey A. Silver".

JEFFREY A. SILVER, Secretary
Authorized Representative

Schedule of Coverages

Open Track Physical Damage Coverage



(The entities required to complete this schedule will be shown below or on the Schedule of Vehicles.)

COVERED PROPERTY

Scheduled Auto(s) Limit: See Schedule of Vehicles

Covered Drivers:

Miscellaneous Property:

Canadian Coverage:

International Coverage:

Scheduled Track: See Track Transfer Coverage

Coverage Extension: Track Transfer Coverage Provided

DEDUCTIBLE

Deductible Amount: See Schedule of Vehicles

ADDITIONAL INFORMATION

Policy Premium is Fully Earned at Inception.

OPEN TRACK PHYSICAL DAMAGE COVERAGE

In this coverage form, the words "you" and "your" mean the persons or organizations named as the insured on the declarations and the words "we", "us", and "our" mean the company providing this coverage.

Refer to the Definitions section at the end of this coverage form for additional words and phrases that have special meaning. These words and phrases are shown in quotation marks.

AGREEMENT

In return for your payment of the required premium, we provide the coverage described herein subject to all the terms of the Open Track Physical Damage Racing Coverage. This coverage is also subject to the Schedule of Coverages and additional policy conditions relating to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records.

Endorsements and schedules may also apply. They are identified on the Schedule of Coverages.

PROPERTY COVERED

We cover the following property unless the property is excluded or subject to limitations.

1. **Coverage** – We cover direct physical loss or damage to:
 - a. "scheduled autos"; provided that such direct physical loss or damage is caused by and results directly from a "collision" involving the "scheduled auto" while:
 - i. involved in "driving activities"; and
 - ii. being driven by a covered driver listed on the Declarations Page or a track driving instructor; and
 - b. "miscellaneous property"; provided that such direct physical loss or damage occurs while such "miscellaneous property" is located at a Scheduled Track shown on the Schedule of Coverages.
2. **Coverage Limitation** – We only cover your property as set forth in the Schedule of Coverages.

PERILS EXCLUDED

1. We do not cover any loss or damage to your "scheduled auto" which occurs during any activity other than "driving activities";
2. We do not cover loss or damage while at competitive driving events including any contest for speed or endurance.
3. We do not cover any loss due to diminution in "market value" to your "scheduled auto" in the event of partial loss;
4. We do not cover any road damage to the tires of your "scheduled auto", unless caused by a covered "collision";
5. We do not cover any loss due to breakage of glass on your "scheduled auto", unless caused by a covered "collision";
6. We do not cover any loss due to scratching or chipping to your "scheduled auto", unless caused by a covered "collision";
7. We do not cover any loss to the electrical system, engine, or drivetrain of your "scheduled auto" except as a result of physical damage caused by a covered "collision";
8. We do not cover any loss to your "scheduled auto" caused by birds, vermin, rodents, or insects; provided that this Exclusion shall not apply to loss caused by a covered "collision" with birds or animals;
9. We do not cover any loss to your "scheduled auto" caused by inherent defect, dampness, mildew, mold, rot or rust, temperature extremes, or gradual deterioration;
10. We do not cover any loss or damage to your "scheduled auto" caused by or resulting from reparation, restoration, conservation or retouching, unless approved by us in writing;
11. We do not cover any loss or damage to your "scheduled auto" driven by any person under the age of 25 years;
12. We do not cover any loss or damage to your

“scheduled auto” driven by anyone impaired by the use of alcohol and/or drugs;

13. We do not cover any loss to your “scheduled auto” resulting from accumulated damage caused over a period of time; and
14. We do not cover any loss to your “scheduled auto” caused by suicide or attempted suicide.

- c. your interest and the interests of all others in the property involved, including all mortgages and liens;
- d. changes in title of the covered property during the policy period; and
- e. estimates, specifications, inventories, and other reasonable information that we may require to settle the loss.

WHAT MUST BE DONE IN CASE OF LOSS

1. **Notice** – In case of a loss, you must:
 - a. give us or our agent prompt notice including a description of the property involved (we may request written notice); and a completed Open Track Incident Report and Claim Form.
 - b. give notice to the police when the act that causes the loss is a crime.
2. **You Must Protect Property** – You must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss.
 - a. **Payment Of Reasonable Costs** – We will pay the reasonable costs incurred by you for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. You must keep an accurate record of such costs. Our payment of such reasonable costs shall not increase the “limit”.
 - b. **We will pay for miscellaneous towing expenses up to \$10,000, which shall be in addition to the “limit”.**
 - c. **We Do Not Cover** – We do not cover any costs for repairs or emergency measures performed on property that has not been damaged by a peril insured against.
3. **Proof Of Loss** – You must send us, within 60 days after our request, a signed, sworn proof of loss. Such proof of loss must include the following information:
 - a. the time, place, and circumstances of the loss;
 - b. other policies of insurance that may cover the loss;

4. **Examination** – You must submit to examination under oath in matters connected with any loss as often as we reasonably request and give us sworn statements of the answers. If more than one person is examined, we have the right to examine and receive statements separately and not in the presence of others.
5. **Records** – You must produce records, including your “scheduled auto” title, liens, lease agreements, tax returns and bank microfilms of all canceled checks relating to value, loss, and expense and permit copies and extracts to be made of them as often as we reasonably request.
6. **Damaged Property** – You must exhibit the damaged and undamaged property as often as we reasonably request and allow us to inspect or take samples of the property.
7. **Volunteer Payments** – You must not, except at your own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except with respect to protecting property from further damage.
8. **Abandonment** – You must not abandon the property to us without our written consent.
9. **Cooperation** – You must cooperate with us in performing all acts required by this Policy.

VALUATION

Stated Value – Covered property will be valued at the Stated Value indicated for such covered property as set forth in the Schedule of Vehicles.

HOW MUCH WE PAY

1. **Deductible** – We will pay only that part of your loss which exceeds the Deductible amount shown in the Schedule of Coverages for the applicable "scheduled auto", in any one occurrence.
2. **Total Loss** – The most we will pay for a covered Total Loss to a "scheduled auto" is the "limit"; provided that such "scheduled auto" is physically lost or damaged beyond repair. If the vehicle is leased and considered a Total Loss, the amount payable is the lesser of the lease payoff amount or the "limit".
3. **Partial Loss** – If only part of the "scheduled auto" is physically damaged, we shall pay the lesser of:
 - a. The amount to restore the "scheduled auto" to its condition immediately before the loss but no more than the "limit"; or
 - b. The partial payment amount that you and us have agreed to but no more than the "limit".
4. **Salvage** – Upon payment of a Total Loss we have the right to your "scheduled auto" for salvage sale with any net proceeds to the benefit of us. If we elect to salvage your vehicle, as a condition of payment of a Total Loss you must surrender your vehicle, including applicable title and/or proof of ownership.
5. **Insurable Interest** – We do not cover more than your insurable interest in any property.
6. **Insurance Under More Than One Coverage** – If more than one coverage of this Policy insures the same loss, we will pay no more than the actual claim, loss, or damage sustained.
7. **Insurance Under More Than One Policy** – If there is another policy covering the same loss, we will only pay for the amount of covered loss in excess of the amount due from such other policy, whether you can collect on it or not. But we will not pay more than the applicable "limit".

OTHER CONDITIONS

1. **Appraisal** – If you and we do not agree on the amount of the covered loss or the value of covered

property, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to us, the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three, sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by you and us.

2. **Assignment** – This policy may not be assigned without our written consent.
3. **Benefit To Others** – Insurance under this coverage will not directly or indirectly benefit anyone having custody of your property.
4. **Change, Modification, or Waiver of Policy Terms** – A waiver or change of the "terms" of this policy must be issued by us in writing to be valid.
5. **Conformity With Statute** – When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.
6. **Estates** – This provision applies only if the insured is an individual.
 - a. **Your Death** – On your death, we cover the following as an insured:
 - i. the person who has custody of your property until a legal representative is

- qualified and appointed; or
- ii. your legal representative.

This person or organization is an insured only with respect to property covered by this coverage.

- b. **Policy Period Is Not Extended** – This coverage does not extend past the policy period indicated on the declarations.
7. **Inspections** – We have the right, but are not obligated, to inspect your property and operations at any time. This inspection may be made by us or may be made on our behalf. An inspection or its resulting advice or report does not warrant that your property or operations are safe, healthful, or in compliance with laws, rules, or regulations. Inspections or reports are for our benefit only.
8. **Examination of Books and Records** – We may examine and audit your books and records that relate to this policy during the policy period and within three years after the policy has expired.
9. **Misrepresentation, Concealment, Or Fraud** – This coverage is void as to you and any other insured if, before or after a loss:
- a. you or any other insured have willfully concealed or misrepresented:
 - i. a material fact or circumstance that relates to this insurance or the subject thereof; or
 - ii. your interest herein; or
 - b. there has been fraud or false swearing by you or any other insured with respect to any matter that relates to this insurance or the subject thereof.
10. **Policy Period** – We pay for a covered loss that occurs during the policy period.
11. **Subrogation** – If we pay for a loss, we may require you to assign to us your right of recovery against others. You must do all that is necessary to secure our rights. We do not pay for a loss if you impair this right to recover.
- You may not waive your right to recover from others unless you obtain written authorization from us prior to the loss occurring.
12. **Recoveries** – If we pay you for the loss, and lost or damaged property is recovered, or payment is made by those

responsible for the loss, the following provisions apply:

- a. you must notify us promptly if you recover property or receive payment;
 - b. we must notify you promptly if we recover property or receive payment;
 - c. any expenses resulting from recovery efforts incurred by you or us shall be reimbursed first;
 - d. you may keep the recovered property but you must refund to us the amount of the claim paid, or any lesser amount to which we agree in writing; and
 - e. if the claim paid is less than the agreed loss due to a deductible or other limiting terms of this Policy, any recovery will be prorated between you and us based upon our respective interest in the loss.
13. **Restoration Of Limits** – Unless there is a Total Loss to a "scheduled auto", a loss we pay under this coverage does not reduce the applicable "limit".
14. **Suit Against Us** – No one may bring a legal action against us under this coverage unless:
- a. all of the terms of this coverage have been complied with; and
 - b. the suit has been brought within two years after you first have knowledge of the loss.
- If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.
15. **Territorial Limits** – We cover property while it is in the United States of America, its territories and possessions, Canada, and Puerto Rico.

DEFINITIONS

1. "Collision" means the upset of your "scheduled auto" from direct impact with another vehicle or object while involved in driving activities.
2. "Driving activities" means only those non-competitive events at a Scheduled Track shown on the Schedule of Coverages. The event must take place at such Scheduled Track and such event must have been

booked and scheduled with the Scheduled Track in accordance with its rules and policies. "Driving activities" shall not include any participation in competitive events including warm up rounds or practice rounds at such events. "Driving activities" shall not include any contests for speed or endurance, whether against another competitor or against a time measuring device, whether in a competitive event or otherwise.

3. "Limit" means the Stated Value shown in the Schedule of Vehicles for the applicable "scheduled auto".
4. "Market value" means the estimated value at which the "scheduled auto" could be sold at the time in an open market between a willing buyer and a willing seller.
5. "Miscellaneous property" means property owned by you located at a Scheduled Track shown on the Schedule of Coverages and consisting primarily of furniture, equipment and similar personal property. "Miscellaneous property" does not include jewelry, fine art, cell phones or handheld electronics.
6. "Schedule auto" means only those automobiles shown in the Schedule of Coverages, attached to this Policy and made a part hereof.

SPECIMEN

Insured Name:	Policy Number:	Policy Effective Date

OPENTRACK MASTER POLICY AMENDATORY ENDORSEMENT

Policy Amendment – Physical Damage Coverage

This Endorsement changes the Policy. Please read it carefully.

Notwithstanding anything contained in this Policy to the contrary, it is understood and agreed that:

- A. This Policy is issued as part of the OpenTrack Physical Damage Coverage Program, which consists of the “master policy” and all “OpenTrack Physical Damage Program Policies”. To effectuate the intent of the Program, the “master policyholder”, on behalf of all persons insured under the “OpenTrack Physical Damage Program Policies”, has agreed to special terms in the “OpenTrack Physical Damage Program Policies”, as set forth below. All “OpenTrack Physical Damage Program Policies” shall be read in this context.
- B. The “master policyholder”:
 - 1. shall be responsible for:
 - a. the payment of all premiums;
 - b. giving to us and all “Named Insureds” written notice of cancellation or non-renewal of the “master policy” by the “master policy holder”;
 - c. receiving from us, and giving to all “Named Insureds”, written notice of cancellation or non-renewal of the “master policy” by us;
 - d. giving us written notice of cancellation or non-renewal of any “OpenTrack Physical Damage Program Policy” by a “Named Insured”;
 - e. receiving from us, and giving to the appropriate “Named Insured”, written notice of cancellation or non-renewal of an “OpenTrack Physical Damage Program Policy” by us; and
 - f. receiving from us any return premiums that become payable under any “OpenTrack Physical Damage Program Policy” and returning such premiums to the “Named Insured” to whom such premiums are owed.
 - 2. is authorized to amend the terms of the “master policy” and any “OpenTrack Physical Damage Program Policy”, with our consent;
 - 3. must promptly report to us all additions, deletions, or changes involving any “OpenTrack Physical Damage Program Policy” that occur during the applicable policy period; and
 - 4. shall not be afforded coverage under the “master policy” or any “OpenTrack Physical Damage Program Policy”.
- C. A “Named Insured’s” coverage and Limits of Insurance under the Program are as set forth in the “OpenTrack Physical Damage Program Policy” issued to that “Named Insured”, and any changes in the terms of an “OpenTrack Physical Damage Program Policy” that affect a “Named Insured’s” individual coverage can only be made by such “Named Insured” through the “master policyholder”.
- D. The Limits of Insurance shown on an “OpenTrack Physical Damage Program Policy” are separate from and shall not reduce the Limits of Insurance applicable to any other “OpenTrack Physical Damage Program Policy”.
- E. If two or more “OpenTrack Physical Damage Program Policies” apply to the same loss, we will not pay more than the highest applicable Limit of Insurance available under one of the “OpenTrack Physical

Insured Name:	Policy Number:	Policy Effective Date

Damage Program Policies”. In no event will one “OpenTrack Physical Damage Program Policy” apply in excess of another “OpenTrack Physical Damage Program Policy”, unless an “OpenTrack Physical Damage Program Policy” was bought specifically to apply as excess over another “OpenTrack Physical Damage Program Policy” and such “OpenTrack Physical Damage Program Policy” specifically states as such.

- F. Each “Named Insured” will have a separate policy period, as shown in our records and as set forth in the “OpenTrack Physical Damage Program Policy” issued to that “Named Insured”; provided, however, that such policy period:
 - 1. must be effective on or after the effective date of the “master policy” and prior to its expiration date; and
 - 2. must not exceed twelve (12) months.

- G. In the event of termination or non-renewal of the “master policy”, coverage will remain in force for any “OpenTrack Physical Damage Program Policy” in force on the effective date of termination or non-renewal of the “master policy” until such “OpenTrack Physical Damage Program Policy” expires or is canceled, but not to exceed twelve (12) months from the effective date of termination or non-renewal of the “master policy”.

- H. As used in this Endorsement:
 - 1. “Master policy” means policy number BESIMCTMN011301_170033_01 issued to OTRI Insurance Services, LLC by us.
 - 2. “Master policyholder” means OTRI Insurance Services, LLC.
 - 3. “Named Insured” means the person(s) stated as such on any “OpenTrack Physical Damage Program Policy”. “Named Insured” does not include the “master policyholder”.
 - 4. “OpenTrack Physical Damage Program Policy(ies)” means every Physical Damage Coverage Policy, including this Policy, which is issued by us or our authorized representative as part of the Program and in accordance with the terms of the “master policy”.

Insured Name:	Policy Number:	Policy Effective Date

COMMON POLICY CONDITIONS

1. **Assignment** -- This policy may not be assigned without "our" written consent.

2. **Cancellation** -- "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.

"We" may cancel this policy, or one or more of its parts, by written notice sent to "you" at "your" last mailing address known to "us". If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

If "we" cancel this policy for nonpayment of premium, "we" will give "you" notice at least ten days before the cancellation is effective. If "we" cancel this policy for any other reason, "we" will give "you" notice at least 30 days in advance of cancellation. The notice will state the time that the cancellation is to take effect.

"Your" return premium, if any, will be calculated according to "our" rules. It will be refunded to "you" with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.

3. **Change, Modification, or Waiver of Policy Terms** -- A waiver or change of the "terms" of this policy must be issued by "us" in writing to be valid.

4. **Inspections** -- "We" have the right, but are not obligated, to inspect "your" property and operations at any time. This inspection may be made by "us" or may be made on "our" behalf. An inspection or its resulting advice or report does not warrant that "your" property or operations are safe, healthful, or in compliance with laws, rules, or regulations. Inspections or reports are for "our" benefit only.

5. **Examination of Books and Records** -- "We" may examine and audit "your" books and records that relate to this policy during the policy period and within three years after the policy has expired.

Insured Name	Policy Number	Policy Effective Date

POLICYHOLDER NOTICE

Service of Suit Clause

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon

Texas Insurance Company
Attn: General Counsel
10805 Old Mill Road
Omaha, NE 68154

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

Insured Name:	Policy Number:	Policy Effective Date

TRADE OR ECONOMIC SANCTIONS

This Endorsement changes the Policy. Please read it carefully.

The following is added to this policy:

Trade Or Economic Sanctions

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

SPECIMEN

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VIRUS OR BACTERIA EXCLUSION

This Endorsement changes the Policy. Please read it carefully.

DEFINITIONS

Definitions Amended-

When "fungus" is a defined "term", the definition of "fungus" is amended to delete the reference to a bacterium.

When "fungus or related perils" is a defined "term", the definition of "fungus or related perils" is amended to delete reference to a bacterium.

PERILS EXCLUDED

The additional exclusion set forth below applies to all coverages, coverage extensions, supplemental coverages, optional coverages, and endorsements that are provided by the policy to which this endorsement is attached, including, but not limited to, those that provide coverage for property, earnings, extra expense, or interruption by civil authority.

1. The following exclusion is added under Perils Excluded, item 1:

Virus or Bacteria-

"We" do not pay for loss, cost, or expense caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

This exclusion applies to, but is not limited to, any loss, cost, or expense as a result of:

- a. any contamination by any virus, bacterium, or other microorganism;
- or
- b. any denial of access to property because of any virus, bacterium, or other microorganism.

2. **Superseded Exclusions-**

The Virus or Bacteria exclusion set forth by this endorsement supersedes the "terms" of any other exclusions referring to "pollutants" or to contamination with respect to any loss, cost, or expense caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

OTHER CONDITIONS

Other Terms Remain in Effect-

The "terms" of this endorsement, whether or not applicable to any loss, cost, or expense, cannot be construed to provide coverage for a loss, cost, or expense that would otherwise be excluded under the policy to which this endorsement is attached.

This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.